

**RECIPROCAL COMPENSATION AGREEMENT FOR THE  
INDIRECT EXCHANGE OF LOCAL TRAFFIC**

This Reciprocal Compensation Agreement for the indirect exchange of Local Traffic between carriers ("Agreement") is effective as of the **1st** day of **April, 2001**, (the "Effective Date"), by and between 24-7 Telcom, Inc., with principal offices at 912 Crescent Street, Menomonie, Wisconsin 54751 and NPCR, Inc., doing business as Nextel Partners, on behalf of its subsidiaries and operating companies, with principal offices at 4500 Carillon Point, Kirkland, Washington 98023.

WHEREAS, 24-7 Telcom, Inc. is a Competitive Local Exchange Carrier in the State of Wisconsin;

WHEREAS, NPCR, Inc. is a Commercial Mobile Radio Service (CMRS) provider operating within the State of Wisconsin;

WHEREAS, 24-7 Telcom, Inc. and NPCR, Inc. have agreed to exchange Local Traffic between each other's networks and wish to establish reciprocal compensation arrangements for this Local Traffic;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NPCR, Inc. and 24-7 Telcom, Inc. hereby agree as follows:

**1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below:

- 1.1** "Access Tandem" or "Tandem" is a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, and/or a customer's premises.

- 1.2** “Act” means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.3** “Affiliate” is As Defined in the Act.
- 1.4** “Central Office Switch” means a switch used to provide Telecommunications Service. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 1.5** “Commission” means the Public Service Commission of Wisconsin.
- 1.6** “Effective Date” means the date first above written.
- 1.7** “End Office Switch” is 24-7 Telcom, Inc.’s switching system where telephone loops are terminated for purposes of interconnection to each other and to 24-7 Telcom, Inc.’s system.
- 1.8** “FCC” means the Federal Communications Commission.
- 1.9** “IntraLATA Toll Traffic” means all IntraLATA calls other than Local Traffic.
- 1.10** “Local Access and Transport Area” or “LATA” is As Defined in the Act.
- 1.11** “Local Traffic” as defined in this Agreement between 24-7 Telcom, Inc., a Local Exchange Carrier (LEC), and NPCR, Inc., a CMRS provider, is defined in FCC Rule 47CFR51.701B2: “Telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area (MTA).”

**1.12** “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

**1.13** “NXX” means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 code).

**1.14** “Party” means either 24-7 Telcom, Inc. or NPCR, Inc., and “Parties” means 24-7 Telcom, Inc. and NPCR, Inc.

## **2.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for the convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third Party offerings, guides or practices, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of the rule or tariff as amended and supplemented from time-to-time (and in the case of a statute, regulation, rule or tariff to any successor provision).

## **3.0 SCOPE OF AGREEMENT**

This Agreement shall cover the exchange of Local Traffic between 24-7 Telcom, Inc.’s network in Wisconsin and NPCR, Inc.’s network in Wisconsin. All other traffic is governed by their applicable tariff and/or contract, and is not covered by this Agreement.

#### **4.0 SERVICE AGREEMENT**

**4.1 Description of Arrangements.** This Agreement provides for the following interconnection and arrangements between the networks of NPCR, Inc. and 24-7 Telcom, Inc.

**4.1.1 Description.** The Parties currently do not wish to have a direct facilities connection with each other for the exchange of Local Traffic. Absent such a connection, Local Traffic originating from a Party's network and terminating to the other Party's network will be routed via a third Party's tandem switch to a Point of Interconnection (POI) with the other Party and then routed to its End Office. In the event that either Party desires to effect a direct facilities connection with the other Party, the Parties agree to negotiate in good faith to promptly establish and implement the terms and conditions for such an interconnection, which terms and conditions shall be consistent with the requirements of the Act.

#### **5.0 COMPENSATION FOR EXCHANGE OF TRAFFIC**

**5.1 Bill-and-Keep.** The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty (60) percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other, as described in Section 8.1 of this Agreement, that the existing contract will be terminated at the end of the initial term of one (1) year to be replaced with a new Agreement that will provide the terms for mutual compensation. Nothing in this Section 5.1 shall be interpreted to allow either Party to aggregate traffic other than local Traffic for the purpose of compensation under the Bill-and-keep Arrangement described in this Section 5.1.

**5.2 Operator Services Calls.** Each Party agrees to coordinate the interconnection of their operator services bureau with the operator services bureau of the other Party in order to provide for the exchange of miscellaneous services, e.g. Busy Line Verification/Interrupt, Directory Assistance Call Completions.

**5.3 Traffic Recording.** In the event that a traffic study is requested by either Party in accordance with Section 5.1 of this Agreement, the traffic recording and identification functions required to provide the study shall be performed by the Parties except for the functions performed by the tandem company on behalf of a Party. Each Party will calculate terminating minutes of use based on standard Automatic Message Accounting recordings made within each Party's network or by the tandem company. The parties agree they will, to the extent feasible, make every attempt to accurately capture and report the actual usage interchanged between them for use in calculating the amount of traffic exchanged between the Parties. Should actual traffic information (measured terminating minutes of use) not be available, the Parties will mutually agree, within 30 days of receipt of a request by the other Party, on a suitable alternative basis for calculating the amount of traffic exchanged which most closely approximates the actual interchanged usage, e.g. exchange of originating records.

## **6.0 NOTICE OF CHANGES**

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

## **7.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

- 7.1** Not later than forty-five (45) days from the Effective Date, the Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement (“Implementation Schedule”) except that Parties shall activate the exchange of Local Traffic under this Agreement no later than ten (10) days from the Effective Date. Both NPCR, Inc. and 24-7 Telcom, Inc. shall use commercially reasonable efforts to comply with the Implementation Schedule.
- 7.2** Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party’s customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.3** Each Party is solely responsible for the services it provides to its customers and to their Telecommunications Carriers.
- 7.4** Each Party is responsible for administering NXX codes assigned to it.
- 7.5** Each Party is responsible for obtaining Local Exchange Routing Guide (“LERG”) listings of Common Language Location Identifier (CLLI) codes assigned to its switches.
- 7.6** Each Party shall use the LERG published by Telcordia, or its successor, for obtaining route information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

7.7 24-7 Telcom, Inc. shall program and update its Central Office Switches and End Office Switches and network systems to recognize and route traffic to NXX codes assigned to NPCR, Inc. NPCR, Inc. shall do the same with respect its network for recognizing and routing traffic to 24-7 Telcom, Inc.'s NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

## **8.0 TERM AND TERMINATION**

8.1 Subject to the provisions of Section 14, the initial term ("Initial Term") of this Agreement shall be for one (1) year which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least 120 days prior to the expiration of the Initial Term or any renewal term (as described below) to the effect that such Party intends to terminate this Agreement with or without cause, this Agreement shall automatically renew for an additional one year term ("Renewal Term").

8.2 Upon Termination or expiration of this Agreement in accordance with this section:

(a) each Party's rights and obligations to indemnification and confidentiality shall survive termination or expiration of this Agreement by three (3) years.

## **9.0 CANCELLATION CHARGES**

No cancellation charges shall apply.

## **10.0 INDEMNIFICATION**

10.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

**10.1.1** Any loss to a third person arising out of the gross negligence or willful misconduct (“Fault”) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

**10.1.2** Any claims for libel, slander infringement of copyright arising from the material transmitted over the Indemnified Party’s facilities arising from the Indemnifying Party’s own communications or the communications of such Indemnifying Party’s customers; and

**10.1.3** Any claims for infringement of patents arising from combining the Indemnified Party’s facilities or services with, or the using of the Indemnified Party’s services or facilities in connection with, facilities of the Indemnifying Party.

**10.1.4** Any loss arising from such Indemnifying Party’s failure to comply with applicable law, including the Act or applicable FCC or Commission rule.

**10.2** Indemnification Procedures. Whenever a Claim for indemnification arises under this Section. The relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party’s ability to defend such Claim or loss. The Indemnifying Party will have the right to



defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim or loss, the Indemnified Party will defend such Claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified party for such Claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any Claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

## **11.0      LIMITATION OF LIABILITY**

**11.1      Limited Responsibility.** Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

**11.2      Apportionment of Fault.** In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

**11.3      Limitation of Damages.** In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party's obligation under Section 10 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorney's fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct. In no event, other than an obligation to make payments hereunder or to indemnify pursuant to Section 10, will either Party's liability to the other be greater than six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.

**11.4      Force Majeure.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or

military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively a “Force Majeure Event”)

**11.4.1** If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to the Section: (i) by the acts or omissions of a Party’s subcontractors, material, men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g. disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

## **12.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES**

**Except as expressly provided under this Agreement, no Party makes or receives any warranty, express or implied, with respect to the services, functions and products it provides or is contemplated to provide under this Agreement and the Parties disclaim the implied warranties of merchantability and/or of fitness for a particular purpose**

## **13.0 REGULATORY APPROVAL**

**13.1 Commission Approval.** The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. NPCR, Inc. hereby authorizes 24-7 Telcom, Inc. to submit the contract to the Commission for approval. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

**13.2 Regulatory Changes.** If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and unappealable) to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable

new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act.

**13.3 Amendment or Other Changes to the Act: Reservation of Rights.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act occurring after the Effective Date (individually and collectively, an "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated and amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If such amendment to this Agreement affects any pricing, rates or charges of the services provided under this Agreement, such amendment shall be retroactively effective as determined by the Commission or other agency or court with jurisdiction over this Agreement, and each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act. Except as otherwise provided for in this section (13.3) and section 14.0, neither Party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

#### **14.0 DISPUTE ESCALATION AND RESOLUTION**

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 14.0. In the event of a dispute between the Parties relating to this

Agreement and upon the written request of either Party, each of the Parties shall within five (5) days from the written request appoint a designated representative who has the authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for the administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

## **15.0    MISCELLANEOUS**

### **15.1    Authorization**

**15.1.1** 24-7 Telcom, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

**15.1.2** NPCR, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

**15.2    Compliance.** Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

**15.3    Independent Contractors.** Neither this Agreement, nor any actions taken by NPCR, Inc. or 24-7 Telcom, Inc., in compliance

with this Agreement, shall be deemed to create an agency or joint venture relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by NPCR, Inc. or 24-7 Telcom, Inc. in compliance with this Agreement, shall create a contractual, agency or any other type of relationship or third party liability between NPCR, Inc. and 24-7 Telcom, Inc. end users or others.

#### **15.4**     Confidentiality

**15.4.1** Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its “Representatives” and with a Party, a “Receiving Party”) pursuant to this Agreement (“Proprietary Information”) shall be deemed the property of the disclosing Party. Proprietary Information, if written, shall be marked “Confidential” or “Proprietary” or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental

authority or applicable law only in accordance with Section 15.4.2 of this Agreement.

**15.4.2** If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing party's efforts to obtain any protective relief which such Disclosing Party chooses to obtain.

**15.4.3** In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

**15.5** Governing Law. This Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions and to applicable state and federal law.

**15.6** Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate



existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

**15.7**     Non-Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be reasonably withheld; provided that either party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

**15.8**     Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

**15.9**     Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

To: 24-7 Telcom, Inc.  
Attention: Mark Stenseth  
912 Crescent Street  
Menomonie, Wisconsin 54751-1956  
Phone: (715) 235-1692  
Fax: (715) 235-1898

To: NPCR, Inc.  
Nextel Partners  
Attention: Don J. Manning, General Counsel  
4500 Carillon Point  
Kirkland, Washington 98023  
Phone: (425) 576-3660  
Fax: (425) 828-8098

**And copy to:**

Michael van Eckhardt  
Davis Wright Tremaine  
2600 Century Square  
1501 Fourth Avenue  
Seattle, Washington 98101  
Phone: (206) 628-7632  
Fax: (206) 903-3732

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in

the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

**15.10 Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

**15.11 Compliance with Law.** Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulation or orders adopted pursuant to such law.

**15.12 No Third Party Beneficiaries: Disclaimer of Agency.** This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party under takes to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the management of the other party's business.

**15.13 No License.** No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

**15.14 Technology Upgrades.** Nothing in this Agreement shall limit the Parties' ability to upgrade their network through the incorporation of new equipment, new software or otherwise. Either Party shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in the notifying Party's network which will materially impact the

other Party's service or such other period as presented by applicable FCC or Commission rule. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

**15.15 Scope of Agreement.** This Agreement is intended to describe and enable specific reciprocal compensation arrangements between the Parties for the exchange of Local Traffic. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

**15.16 Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**NPCR, INC.**

**24-7 TELCOM, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Randy R. Siler

Title: \_\_\_\_\_

Title: Executive Vice President

**ATTACHMENT I**  
**24-7 TELCOM, INC.'S NXXs**

<b><u>Locality</u></b>	<b><u>NPA/NXX</u></b>	<b><u>CLLI</u></b>
Menomonie	715-231	

**ATTACHMENT II**  
**NPCR, INC.'S NXXs**

<b><u>Locality</u></b>	<b><u>NPA/NXX</u></b>	<b><u>CLLI</u></b>
Menomonie	715-440	